

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division

IN RE:
LORNELL OMEDIGA HOLLEY
Debtor

Case No. 13-72910-FJS
Chapter 13

SETERUS, INC. AS THE AUTHORIZED
SUBSERVICER FOR FEDERAL NATIONAL MORTGAGE
ASSOCIATION ("FANNIE MAE"), CREDITOR C/O
SETERUS, INC.

Movant

v.
LORNELL OMEDIGA HOLLEY
Debtor/Respondent
and
LINDA A. HOLLEY
Co-Debtor/Co-Respondent
and
MICHAEL P. COTTER
Trustee/Respondent

AGREED ORDER MODIFYING AUTOMATIC STAY

This matter comes before the court on the Motion for Relief from Automatic Stay, filed on August 16, 2017 (the "Motion") on behalf of Seterus, Inc. as the authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), creditor c/o Seterus, Inc. (the "Movant") by counsel.

WHEREAS, the Movant is the current holder of the promissory note in the original principal amount of \$143,500.00 (the "Note"), the payment of which is secured by a Deed of Trust dated September 28, 2005 (the "Deed of Trust"), which Deed of Trust encumbers real property known as 3301 Andrews Dr, Chesapeake, VA 23323 (the "Property") and more particularly described as follows:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF CHESAPEAKE, VIRGINIA, AND BEING KNOWN, NUMBERED AND DESIGNATED AS LOT 234, AS SHOWN ON THAT CERTAIN PLAT ENTITLED "SUBDIVISION OF STRAWBERRY ACRES, SECTION 4-A, DEEP CREEK BOROUGH, CHESAPEAKE, VIRGINIA", DATED JANUARY 19, 1984, MADE BY HASSELL & FOLKES, P.C., SURVEYORS AND ENGINEERS, WHICH SAID PLAT IS DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF

CHESAPEAKE, VIRGINIA, IN MAP BOOK 77, AT PAGE 60.; and

WHEREAS, Lornell Omediga Holley (the “Debtor”), Linda A. Holley (the “Co-Debtor”) and the Movant have reviewed the Motion and reached an agreement in this matter, the terms of which are set forth herein;

NOW THEREFORE IT IS HEREBY ORDERED that the automatic stay imposed by 11 U.S.C. §362(a) shall be and the same is MODIFIED, pursuant to 11 U.S.C. §362(d), to permit the Movant to take such action as may be necessary to enforce its lien of the Deed of Trust, including the initiation of foreclosure proceedings against the Property and commencement of any action to obtain possession of the Property as permitted by applicable state law.

IT IS FURTHER ORDERED that the provisions lifting the automatic stay in this Agreed Order Modifying the Automatic Stay (the “Agreed Order”) are stayed, contingent upon the continued compliance with the terms of this Agreed Order, and provided that the following conditions are met:

1. The Debtor shall resume making regular monthly installment payments to the Movant in the amount of \$1,542.57 (subject to adjustment due to interest rate changes, changes to escrow and all other conditions and obligations set forth in the Note and Deed of Trust) commencing on October 1, 2017, and the Debtor shall continue to make regular monthly installment payments every month thereafter as they become due, in accordance with the Note.
2. The Debtor shall cure the post-petition arrearage due to the Movant through September 1, 2017 in the total amount of \$13,089.98, which includes 8 post-petition monthly payments due from February 1, 2017 through September 1, 2017 in the amount of \$1,542.57 each, filing fees of \$181.00, attorney's fees of \$850.00, and credit for funds currently in suspense in the amount of \$-281.58, by applying for and submitting all necessary information and documentation necessary to be considered for a written modification of the terms of the promissory note secured by the Movant's deed of trust encumbering the Property. The Debtor must file the appropriate pleadings within 120 days of the entry of this order in accordance with Local Rule 6004-4. Any loan modification agreement reached between the Movant and the Debtor shall be considered valid only after it has been approved by order of the court.
3. All payments shall be made payable to the Movant at the following address:

Seterus, Inc.
PO Box 1047
Hartford, CT 06143

IT IS FURTHER ORDERED that if any payment or portion of any payment required to be made hereunder is not received by the Movant by the date that it is due and/or if after the 120 days from the date of the entry of this Agreed Order, the loan modification has not been completed, the Debtor's application for a loan modification has been denied, or the Debtor has not obtained Court approval of the terms of a loan modification agreement, then the Debtor shall be in default under the terms of this Agreed Order. In such event, the Movant may file with the Court, and mail to the Debtor, Debtor counsel, and the Chapter 13 Trustee (the “Trustee”) by regular mail, a notice of the default under the terms of the Agreed Order, stating the amount of the default and the amounts due pursuant to this Agreed Order. If the Debtor does not cure the default set forth in the notice of default (along with any additional amounts

that have subsequently become due) within fifteen (15) days of the date of the notice of default, then the automatic stay of 11 U.S.C. §362(a) shall be automatically deemed lifted in this case without any further proceeding, action or order of this Court, and the Movant shall thereafter be allowed to enforce its lien of the Deed of Trust, including the initiation of foreclosure proceedings against the Property, and commencement of any action to obtain possession of the Property as permitted by applicable state law.

IT IS FURTHER ORDERED that if a second such notice of default is filed by the Movant after the Debtor reinstates under the terms of a first notice of default, then the automatic stay in this case shall be automatically deemed lifted without any further proceeding, action or order of this Court, and the Movant shall thereafter be allowed to enforce its lien of the Deed of Trust, including the initiation of foreclosure proceedings against the Property and commencement of any action to obtain possession of the Property as permitted by applicable state law.

IT IS FURTHER ORDERED that if the holder of any other Deed of Trust encumbering the Property obtains relief from the automatic stay, then the Movant herein is automatically granted relief from the automatic stay.

IT IS FURTHER ORDERED that if the automatic stay is lifted, the Trustee shall be notified and shall thereafter make no payments on the Movant's secured claim that were required by the Chapter 13 plan.

IT IS FURTHER ORDERED that the Movant shall promptly notify the Trustee in writing of the results of any foreclosure sale of the subject deed, and pay to the Trustee any excess funds received from such foreclosure sale, to be disbursed upon further order of the Court.

IT IS FURTHER ORDERED that relief is granted as to Linda A. Holley, the Co-Debtor, from the automatic stay imposed by 1301(a) to the same extent and on the same terms and conditions as granted as to the debtor.

Norfolk, Virginia

Date: Sep 20 2017

/s/ Frank J. Santoro

United States Bankruptcy Judge
for the Eastern District of Virginia
Entered on Docket: Sep 20 2017

WE ASK FOR THIS:

/s/ Karl Anthony Moses, Jr.
Karl Anthony Moses, Jr., VSB# 89433
BWW Law Group, LLC
8100 Three Chopt Rd.
Suite 240
Richmond, VA 23229
(804) 282-0463 (phone)
(804) 282-0541 (facsimile)
Counsel for the Movant

CERTIFICATION OF ATTORNEY

I acknowledge that I approve of the foregoing Agreed Order and that by my endorsement I hereby represent that the Debtor and Co-Debtor have been advised of the terms of the agreement as set forth in this Agreed Order.

/s/ James L. Pedigo, Jr.
James L. Pedigo, Jr, Esq.
500 East Main Street, Suite 1230
Norfolk, VA 23510
Counsel for the Debtor and Co-Debtor

SEEN:

/s/ Warren A. Uthe, Jr. for: _____
Michael P. Cotter, Trustee
870 Greenbrier Circle, Suite 402
Chesapeake, VA 23320
Chapter 13 Trustee

CERTIFICATION

I HEREBY CERTIFY that the foregoing proposed Agreed Order Modifying the Automatic Stay has been endorsed by or on behalf of all necessary parties, in accordance with Local Rule 9022-1.

/s/ Karl Anthony Moses, Jr.
Karl Anthony Moses, Jr.
Counsel for the Movant

cc:

BWW Law Group, LLC
8100 Three Chopt Rd.
Suite 240
Richmond, VA 23229

Michael P. Cotter, Trustee
870 Greenbrier Circle, Suite 402
Chesapeake, VA 23320

James L. Pedigo, Jr, Esq.
500 East Main Street, Suite 1230
Norfolk, VA 23510

Linda A. Holley
3301 Andrews Dr
Chesapeake, VA 23323

Lornell Omediga Holley
3301 Andrews Dr
Chesapeake, VA 23323

